

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Authorize Release of the Right-of-Way Utilization Permit Maintenance Bond for Old Lake Mary Road ROW aka Chase Groves Turn Lane

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord

CONTACT: Lee Shaffer

EXT: 7346

MOTION/RECOMMENDATION:

Authorize the release of the Old Lake Mary Road ROW aka Chase Groves Turn Lane Right-of-Way Utilization Permit Maintenance Bond #6512847 in the amount of \$13,074.44 for the Old Lake Mary Road ROW a/k/a Chase Groves Turn Lane road improvements.

District 5 Brenda Carey

Lee Shaffer

BACKGROUND:

Section 35.44 (e) of the Seminole County Land Development Code, concerning Additional Required Legal Submittals, required the Old Lake Mary Road ROW aka Chase Groves Turn Lane project to have a Right-of-Way Utilization Permit Maintenance Bond, specifically, Maintenance Bond #6512847 for \$13,074.44 (Safeco Insurance Company), to insure against any significant degradation in operating conditions resulting from any defective work covered by this bond. Staff conducted a two year maintenance inspection for this project located on Old Lake Mary Road and Casa Verde Boulevard and determined the improvements to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Old Lake Mary Road ROW aka Chase Groves Turn Lane Right-of-Way Utilization Permit Maintenance Bond #6512847 in the amount of \$13,074.44 for the Old Lake Mary Road ROW a/k/a Chase Groves Turn Lane road improvements.

ATTACHMENTS:

1. Right-of-Way Utilization Permit Maintenance Bond
2. Power of Attorney

Additionally Reviewed By:

■ County Attorney Review (Kathleen Furey-Tran)

RIGHT-OF-WAY USE PERMITTING

RIGHT-OF-WAY UTILIZATION PERMIT MAINTENANCE BOND

(Streets, Curbs, Storm Drains)

Bond Number: 6512847

KNOW ALL MEN BY THESE PRESENTS:

That we **CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP**, whose address is **2301 LUCIEN WAY, SUITE 400, MAITLAND, FL 32751** hereinafter referred to as "PRINCIPAL" and **SAFECO INSURANCE COMPANY OF AMERICA**, hereinafter referred to as "SURETY" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the COUNTY in the sum of **THIRTEEN THOUSAND SEVENTY FOUR & 44/100 (\$13,074.44)** for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS PRINCIPAL has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain public right-of-way known as **OLD LAKE MARY RD. ROW**, a plat of which is recorded in Plat Book _____, Page _____, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated **FEBRUARY 26, 2007**, and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements for a period of two (2) years from **OCTOBER 15, 2007**;

NOW, THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements for a period of two (2) years from **OCTOBER 15, 2007**, then this obligation shall be null and void, otherwise to remain in full force and effect.

The County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which the PRINCIPAL shall have to correct said defect.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving the said permit shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY

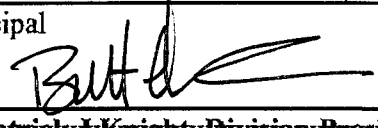
and either, both at law and in equity, including, specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this 15TH day of OCTOBER, 2007.

Address:
2301 LUCIEN WAY, SUITE 400
MAITLAND, FL 32751

CENTEX HOMES, A NEVADA
GENERAL PARTNERSHIP (SEAL)
Principal

By: 
Its ~~Patrick J. Knight, Division President~~
(if corporation)

Brett Lundequam, Division Vice President

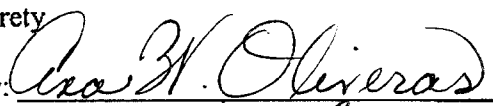
ATTEST: _____

Its _____
(if corporation)

SEAL

Address:
SAFECO PLAZA
SEATTLE, WA 98185

SAFECO INSURANCE COMPANY
OF AMERICA
Surety

By: 
Its Attorney-in-Fact,

ATTEST: 



POWER
OF ATTORNEY

Safeco Insurance Companies
PO Box 34526
Seattle, WA 98124-1526

7163

No. _____

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

*****BRIAN V. FITZSIMMONS; ANA W. OLIVERAS; JULI A. RUSSELL; FRANCES Y. SIGURANI;
MICHAEL F. YADACH; NANCY H. ZALESKI; Sunrise, Florida*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 8th day of November, 2005

Stephanie Daley-Watson

Mike Peters

STEPHANIE DALEY-WATSON, SECRETARY

MIKE PETERS, PRESIDENT, SURETY

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Stephanie Daley-Watson, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 15th day of October, 2007



Stephanie Daley-Watson

STEPHANIE DALEY-WATSON, SECRETARY

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